

Panaji, 4th March, 1982 (Phalgun 13, 1903)

SERIES II No. 49

OFFICIAL GAZETTE



GOVERNMENT OF GOA, DAMAN AND DIU

GOVERNMENT OF GOA, DAMAN AND DIU

Department of Personnel and Administrative Reforms

Order

No. 3/7/77-PER (Vol. III-Part II)

On expiry of extension of service granted vide Order No. 13/16/80-PER dated 5-1-1982, Shri G. P. Kapileshwari, Grade II Officer of Goa, Daman and Diu Civil Services, presently functioning as Publication Officer, Directorate of Information, Panaji, is hereby relieved from service with effect from 1st March, 1982 F. N.

2. Shri Kapileshwari is directed to report to Kadamba Transport Corporation, Panaji, for appointment as Public Relations Officer.

By order and in the name of the Administrator of Goa, Daman and Diu.

G. H. Mascarenhas, Under Secretary (Personnel).

Panaji, 27th February, 1982.

Order

No. 3/7/77-PER (Vol. III-Part II)

The Administrator of Goa, Daman and Diu is pleased to order with immediate effect following transfers of Goa, Daman and Diu Civil Service Grade II Officers: —

1. Shri P. W. Rane Sardesai, presently functioning as Asstt. Director, Directorate of Industries and Mines, as Chief Officer, Panaji Municipal Council, Panaji on deputation vice Shri J. L. T. Lobo transferred.

2. Shri J. L. T. Lobo, presently on deputation as Chief Officer, Panaji Municipal Council, Panaji as Asstt. Director, Directorate of Industries and Mines, Panaji vice Shri P. W. Rane Sardesai transferred.

By order and in the name of the Administrator of Goa, Daman and Diu.

G. H. Mascarenhas, Under Secretary (Personnel).

Panaji, 27th February, 1982.

Works, Education and Tourism Department

Order

No. 7/14-1/79-WET

Government is pleased to order the following promotions on ad-voc and purely temporary basis of the below mentioned

Executive Engineers/Surveyor of Works of Public Works Deptt./Irrigation Department to the posts of Superintending Engineers/Superintending Surveyor of Works with immediate effect and placed them in places shown below: —

The appointment is purely on ad-hoc basis and will not bestow any claim for regular appointment and service rendered on ad-hoc basis in the grade will not count for the purpose of seniority in the grade and for eligibility for promotion to the next higher grade.

Sl. No.	Name of the Officer	Post held at present	Post to which appointed
1	2	3	4
1.	Shri K. V. Nadkarni	Exe. Engineer W. D. XIX P.W.D. Panaji.	S. S. W. in P.W.D. Panaji.
2.	Shri A. K. Jahagirdar	Engineering Officer, P.W.D. Panaji.	Supdt. Eng. C. O. VI Irrigation Deptt. (Panaji).
3.	Shri S. S. Sidhu	Exe. Eng. W. D. XIII P.W.D. Panaji.	Supdt. Eng. Coord. & Control, P.W.D., Panaji vice Shri U. R. Pissurlenkar transferred.
4.	Shri R. C. Dharwad	Exe. Eng. W. D. XI Irrigation Deptt. Sanguem.	Supdt. Eng. C. O. III Irrig. Deptt. vice Shri B. V. Khanolkar transferred (Panaji).
5.	Shri V. P. Palondikar	Exe. Engineer W. D. IX P.W.D. (Margao).	Supdt. Eng. C. A. D. A. Irrigation Deptt. (Margao).

By order and in the name of the Administrator of Goa, Daman and Diu.

A. V. Pimenta, Under Secretary (Works, Edn. & Tourism).

Panaji, 25th February, 1982.

Order

No. 13/4/81-WET

Shri J. M. Pable is hereby temporarily appointed as Lecturer in Applied Mechanics in the Government Polytechnic, Panaji with effect from 16-1-1982 (FN) on an initial pay of Rs. 700/- p.m. in the pay scale of Rs. 700-40-900-EB-40 -1100-50-1300 plus the usual allowances admissible from time to time.

The appointment is purely on ad-hoc basis and will not bestow on him any claim for regular appointment, promotion to a higher post and seniority and will be liable to be terminated by one month's notice or with payment of one month's salary in lieu of the notice.

Other conditions of service will be governed by the relevant rules and regulations laid down by Government from time to time.

The appointment is further subject to the condition that in case Shri J. M. Pable is found to be having bad character/reputation or antecedent, his services will be terminated.

Shri J. M. Pable has been declared fit for appointment by the Medical Board.

By order and in the name of the Administrator of Goa, Daman and Diu.

N. D. Vengurlekar, Planning Officer.

Panaji, 12th February, 1982.

Local Administration and Welfare Department

Corrigendum

No. 6-45-76-LSG(Part-I)

In Government order of even number dated 15-12-81 for the words "Mrs. A. V. Karekar" the words "Smt. Asha Prakash Dalvi" may be substituted.

By order and in the name of the Administrator of Goa, Daman and Diu.

Alexandre Pereira, Under Secretary (Revenue).

Panaji, 19th February, 1982.

Office of the Asstt. Registrar of Cooperative Societies

No. 7/1/75-TRANS/ARNZ/81

- Read: 1. This Office Order No. RCS/AR(III)/Trans/7/Vol. V/78 dated 16-8-1978 authorising Shri K. A. Satardekar, the then Senior Inspector, Coop. Societies, in terms of Section 83(1) of the Act to conduct enquiry into the working of the society.
2. Enquiry Report under Section 83(1) of the Maharashtra Coop. Societies Act, 1960 as applied to the Union Territory of Goa, Daman and Diu from Shri K. A. Satardekar, Enquiry Officer and the then Senior Inspector, Cooperative Societies, Panaji.
3. Audit Report for the year 1978-79 of the North Goa State Transport Coop. Society Ltd., Mapusa.
4. This Office interim order No. 7/1/75-TRANS/ARNZ/ dated 8-1-1981 whereunder the society was called upon to submit its explanation, if any, as to why the society should not be wound up.
5. Letter dated 18-2-81 of the society requesting thereunder to withdraw the show cause notice.

Order

In virtue of the powers vested in me under section 102(1) of the Maharashtra Cooperative Societies, Act, 1960 as applied to the Union Territory of Goa, Daman and Diu, read with Rule 84 of the Cooperative Societies, Rules, 1962 the above mentioned society was called upon to submit its explanation, if any, as to why the society be not taken into liquidation within one month from the date of receipt of the interim order dated 8-1-81 mentioned at Sr. No. 4 above. The Society

under its letter dated 18-2-81 mentioned at Sr. No. 5 above has submitted its say which is not convincing/satisfactory. The Society under its letter dated 18-2-81 has requested to withdraw the interim order and give an opportunity to the present committee to revive the society to its former position.

On going through the Audit Report for the year 1979-80 it is revealed that the society is having its accumulated losses of Rs. 3,20,104-07 as on 30-6-80 whereas the paid up share capital is of Rs. 93,100/-. The society is having no borrowing capacity. After scrutiny of the financial statements it is observed that the revival of the society is not possible. I am fully satisfied that the continuance of the society will not serve any useful purpose and therefore, I, D. V. Sathe, Asstt. Registrar of Coop. Societies, North Zone, Mapusa, hereby confirm the aforesaid order at Sr. No. 4 above in terms of section 102(2) of the aforesaid Act.

Further, under section 103(1) of the Maharashtra Cooperative Societies, Act 1960 as applied to the Union Territory of Goa, Daman and Diu, read with Rule 86(1) of the Cooperative Societies, Rules 1962, I, appoint Shri P. R. Shetye, Senior Auditor, Cooperative Societies, North Zone, Mapusa, as Liquidator of the North Goa State Transport Cooperative Society Ltd., Mapusa.

D. V. Sathe, Asstt. Registrar of Coop. Societies, North Zone. Mapusa, 10th December, 1981.

Notification

In exercise of the powers vested in me under Section 9(1) of the Maharashtra Cooperative Societies Act, 1960, as applied to the Union Territory of Goa, Daman and Diu, Hill View Co-operative Housing Society Ltd., Panaji-Tiswadi, is registered under No. HSG-(b)-97/Goa.

J. X. Walke, Dy. Registrar of Coop. Societies.

Panaji, 25th November, 1981.

Certificate of Registration

Hill View Co-operative Housing Society Ltd., Panaji-Tiswadi has been registered on 25-11-1981 and it bears registration No. HSG-(b)-97/Goa and it is classified as Housing Society under sub-classification No. 5(b)-Tenant Co-partnership Housing Society in terms of Rule 9 of the Cooperative Societies Rules, 1962, for the Union Territory of Goa, Daman and Diu.

J. X. Walke, Dy. Registrar of Coop. Societies.

Panaji, 25th November, 1981.

Notification

In exercise of the powers vested in me under Section 9(1) of the Maharashtra Cooperative Societies Act, 1960, as applied to the Union Territory of Goa, Daman and Diu, the Sattari Taluka Cooperative House Mortgage Society Ltd., Honda-Sattari, is registered under No. HSG-(c)-96/Goa.

J. X. Walke, Dy. Registrar of Coop. Societies.

Panaji, 13th November, 1981.

Certificate of Registration

The Sattari Taluka Cooperative House Mortgage Society Ltd., Honda-Sattari has been registered on 13-11-1981 and it bears registration No. HSG-(c)-96/Goa and it is classified as Housing Society under sub-classification No. 5(c)-House Mortgage Society in terms of Rule 9 of the Cooperative Societies Rules, 1962, for the Union Territory of Goa, Daman and Diu.

J. X. Walke, Dy. Registrar of Coop. Societies.

Panaji, 13th November, 1981.

Revenue Department

Notification

No. 22/3/82-RD

Whereas it appears to the Appropriate Government (hereinafter referred to as "the Government") that the land specified in the schedule hereto (hereinafter referred to as the "said land") is likely to be needed for public purpose viz.

For Development of Betul Port (additional area) at Velim, Salcete.

Therefore the Government is pleased to notify under sub-section (1) of Section 4 of the Land Acquisition Act, 1894 (hereinafter referred to as the "said Act") that the said land is likely to be needed for the purpose specified above.

2. All persons interested in the said land are hereby warned not to obstruct or interfere with any surveyor or other persons employed upon the said land for the purpose of the said acquisition. Any contracts for the disposal of the said land by sale, mortgage, assignment, exchange or otherwise, or any outlay commenced or improvements made thereon without the sanction of the Collector appointed in paragraph 4 below, after the date of the publication of this Notification, will under clause (seventh) of Section 24 of the said Act, be disregarded by him while assessing compensation for such parts of the said land as may be finally acquired.

3. If the Government is satisfied that the said land is needed for the aforesaid purpose, a declaration to that effect under Section 6 of the said Act will be published in the Official Gazette, in due course. If the acquisition is abandoned wholly or in part, the fact will be notified.

4. The Government is further pleased to appoint under clause (c) of Section 3 of the said Act the Deputy Collector, Goa South Division, Margao, to perform the functions of a Collector under the said Act in respect of the said land.

5. The Government is also pleased to authorise under sub-section (2) of Section (4) of the said Act, the following officers to do the acts, specified therein in respect of the said land.

1. The Collector of Goa, Panaji.
2. The Deputy Collector, Goa South Division, Margao.
3. The Captain of Ports, Panaji.
4. The Director of Land Survey, Panaji.

6. A rough plan of the said land is available for inspection in the office of the Deputy Collector, Goa South Division, Margao for a period of 30 days from the date of publication of this Notification in the Official Gazette.

SCHEDULE

(Description of the said land)

Sr. No.	Taluka	Village/Ward	Plot No.	Survey No.	Names of the persons believed to be interested	Approximate area in sq. mts.
1	2	3	4	5	6	7
	Salcete	Velim	—	56	1. Shri Cruisito Caeiro. 2. Shri Nelson Caeiro. 3. Shri Francis Caeiro.	1600.00
Boundaries:						
North: Survey No. 56/57.						
South: Survey No. 56/57.						
East: Survey No. 56.						
West: Survey No. 56.						
Total						1600.00

By order and in the name of the Lt. Governor of Goa, Daman and Diu.

S. Regunathan, Secretary (Revenue).

Panaji, 24th February, 1982.

Notification

No. 22/11/81-RD

Whereas by Government Notification No. 22/11/81-RD dated 24-2-1981 published on page 734 of Series II, No. 50 of the Official Gazette, dated 12-3-1981 it was notified under Section 4 of the Land Acquisition Act, 1894 (hereinafter referred to as "the said Act") that the land, specified in the schedule appended to the said Notification (hereinafter referred to as the "said land") was likely to be needed for the public purpose viz. Construction of Rural Medical Dispensary and staff quarters at Agonda, Canacona.

And Whereas the appropriate Government (hereinafter referred to as "the Government") is satisfied after considering the report made under sub-section (2) of Section

5A of the said Act, that the said land specified in the schedule hereto is needed to be acquired for the public purpose specified above.

Now, Therefore, the Government is pleased to declare under the provisions of Section 6 of the said Act that the said land is required for the public purpose specified above.

2. The Government is also pleased to appoint under clause (c) of Section 3 of the said Act, the Deputy Collector, South Goa, Margao to perform the functions of a Collector for all proceedings hereinafter to be taken in respect of the said land, and to direct him under Section 7 of the said Act to take order for the acquisition of the said land.

3. A plan of the said land can be inspected at the office of the said Dy. Collector, South Goa, Margao till the award is made under Section 11.

SCHEDULE

(Description of the said land)

Sr. No.	Taluka	Village/Ward	Plot No.	Survey No.	Names of the persons believed to be interested	Approximate area in sq. mts.
1	2	3	4	5	6	7
	Canacona	Agonda	—	23/1 Part	Comunidade of Agonda.	3375.00
Boundaries:						
North: Footpath.						
South: Road.						
East: S. No. 23/1.						
West: Road.						
Total						3375.00

By order and in the name of the Lt. Governor of Goa, Daman and Diu.

S. Regunathan, Secretary (Revenue).

Panaji, 22nd February, 1982.

Office of the Collector of Goa

Order

No. 3/13/81-CAB(Bye-laws)/1571

The Government of Goa, Daman and Diu, under the powers vested by Art. 18 of the Devasthan Regulation is pleased to appoint the below named persons on the special Committee to frame the draft bye-laws of Devasthan of Shri Sahi Seva Dhama, Piligao in Bicholim Taluka.

Effective members

1. President: Chandrakant Narcinv Chanekar, Bicholim.
2. Treasurer: Yeshvant Ramachandra Piligaokar, Piligao.
3. Attorney: Dnayaneshwar Kashinath Salgaokar, Piligao.
4. Secretary: Monohar Vinayak Salgaokar, Piligao.

Substitute members

1. President: Kalidas Ramchandra Piligaokar, Piligao.
2. Treasurer: Bramhanand Sripada Naik, Bicholim.
3. Attorney: Krishna Siuram Gaonthankar, Bicholim.
4. Secretary: Vaman Piligaokar, Piligao.

The above Committee shall submit the draft bye-laws to the Government within a period of six months from the date of publication of this order in the Official Gazette. The procedure laid down in the Articles 17 and 18 of the Devasthan Regulation, as amended by the Legislative Diploma No. 1899 dated 29-5-1959 and the Government directions contained in the Revenue Department's letter No. RD/END/116-71, dated 27-7-1971 are to be followed to frame draft bye-laws.

The above Committee is also entrusted with the management of the said Devalaya until the bye-laws are approved and published.

S. Regunathan, Collector of Goa/DCA.

Panaji, 2nd February, 1982.

Public Health Department

Order

No. 5/97/79-PHD-P. H. Dentist

On the recommendation of the Local Selection Committee, Dr. J. B. Padia is hereby appointed on ad-hoc basis to the post of Public Health Dentist and posted at Primary Health Centre, Diu under the Directorate of Health Services, Panaji with immediate effect, on the terms and conditions contained in Government Memorandum of even number dated 30-10-81.

The above appointment is however subject to the verification of character and antecedents.

The above appointment will not bestow on the person a claim for regular appointment and the services rendered on ad-hoc basis in the grade would not count for the purpose of seniority in that grade and for eligibility for promotion to the next higher grade.

The above doctor has been medically examined and found fit by the Medical Board, Diu.

By order and in the name of the Administrator of Goa, Daman and Diu.

M. S. Sail, Under Secretary (Health).

Panaji, 25th February, 1982.

Order

No. 5/97/79-PHD-Anaesthetist

On the recommendation of the Local Selection Committee, the below mentioned candidates are hereby appointed on ad-hoc basis to the posts of Anaesthetists (Junior) under the Directorate of Health Services, Panaji with immediate effect and posted against the places shown against their names

on the terms and conditions contained in Government Memorandum of even number dated 9-11-1981.

Sr. No.	Name	Place of posting
1.	Dr. (Miss) Jyoti G. Virginkar.	Primary Health Centre, Curchorem-Goa.
2.	Dr. R. E. D'Sa.	Cottage Hospital, Daman.

The above appointments are however subject to the verification of their character and antecedents.

The above appointments will not bestow on the person a claim for regular appointment and the services rendered on ad-hoc basis in the grade would not count for the purpose of seniority in that grade or eligibility for promotion to the next higher grade.

The above doctors have been medically examined and found fit by the Medical Board, Panaji.

By order and in the name of the Administrator of Goa, Daman and Diu.

M. S. Sail, Under Secretary (Health).

Panaji, 27th February, 1982.

Order

No. 5/13/81-PHD

The notice of resignation tendered by Dr. Ramesh H. Jawali, Medical Officer, under Directorate of Health Services is accepted with effect from 11-7-1981.

By order and in the name of the Administrator of Goa, Daman and Diu.

M. S. Sail, Under Secretary (Health).

Panaji, 26th February, 1982.

Industries and Labour Department

Order

No. 28/2/79-ILD

The following Award given by the Industrial Tribunal, Goa, Daman and Diu is hereby published as required under the provisions of Section 17 of the Industrial Disputes Act, 1947 (Central Act XIV of 1947).

By order and in the name of the Administrator of Goa, Daman and Diu.

S. D. Sadhale, Under Secretary (Industries and Labour).

Panaji, 22nd January, 1982.

IN THE LABOUR COURT GOA, DAMAN & DIU
AT PANAJI

(Before Dr. Renato de Noronha, Hon'ble Presiding Officer)

Application No. LCC/9/79

Shri Philip Fernandes,
Corlim,
Kasarvado, Bardez, Goa.

— Applicant.

v/s.

M/s. Vaman Govind Shinde,
Mapusa, Bardez, Goa.

— Employer.

Panaji, Date: 13-1-1982.

AWARD

This is an application under Section 33(C) (2) of the Industrial Disputes Act, 1947, briefly called the Act, filed

by Shri Philip Fernandes of Corlim-Goa, hereinafter called the Applicant against M/s. Vaman Govind Shinde of Mapusa-Goa, hereinafter called the Employer, claiming from the latter Gratuity for 30 years, leave salary for the said period and notice pay. No details are given by the Applicant in his application about the nature of work he has rendered to the employer, when he joined the firm, date of his resignation or retrenchment etc.

2. The employer, when served with notice, applied to the Court that the Applicant be directed to give detailed particulars about his alleged claim, its quantum, how it has arisen, since the application was vague in this respect and did not enable him to file his written statement.

3. The applicant then gave the following clarifications: His services were terminated without a show-cause notice and not for misconduct and so he is entitled to a month's notice pay in lieu of notice amounting to Rs. 180/-; 15 days privilege leave under Shops and Establishments Act, 1973 which can be accumulated up to 45 days. The applicant was not granted leave and hence has at his credit 45 days, which encashed will give him Rs. 270/-; he has put in a total of 30 years service, both with the original company and with the employer, which is a partnership concern, successor to the original company; the gratuity is to be calculated at the rate of 15 days per every completed year of service; considering the last salary drawn i.e. Rs. 180/- p.m., this amounts to Rs. 2,700/-.

4. The employer, in his written statement, states that the workman used to work in 4-5 cottage industries, on contract basis; he also used to take contract of house painting, white washing etc. Whenever he used to attend somewhere, respective units paid him daily wages, as there was no guarantee of his attending the work next day. The employer used to pay him Rs. 2/- per morning session and Rs. 3/- in the evening session, whenever he attended. As he was always drunk, he was given some petty work. In March 1979 he stole some hammers and chisels and, when asked to return them, he walked away promising to return but never more showed his face. He, being a casual labourer in several units, is not entitled to get any benefit under the Shops and Establishments Act.

5. In his rejoinder, the applicant denies that he was working in 5 cottage industries. He claims that he was a full time worker with the employer and might have accepted piece work, after his working hours, to supplement his wages, which were inadequate. He denies that he was drunk on duty. He denies having stolen any hammer or chisel and states that, in such case, the employer ought to have charge-sheeted him in a proper departmental enquiry. He insists that he was in continuous and not casual service with the employer and that his services have been illegally terminated.

6. The following issues were framed by this court:

1. Does the applicant prove that he was working as painter with the Opponent for about 30 years with pay of Rs. 180/- per month?
2. Does the Opponent prove that the Applicant was working on contract basis in House painting and White washing not only with the Opponent but also other cottage industries and they used to pay him for the work done, being Rs. 2/- in the morning session and Rs. 3/- in the afternoon?
3. Does the Applicant prove that he is entitled for notice pay of Rs. 180/-, and 45 days privilege leave amounting to Rs. 270/- and 15 days Gratuity amounting to Rs. 2,700/-?
4. Does the Applicant prove that he was a full time worker with the Opponent and may have taken piece work after working hours to supplement his inadequate salary?
5. Does the Opponent prove that the Applicant was a casual worker and as such is not entitled for the benefits claimed?
6. Does the Applicant prove that his services were terminated illegally?
7. Does the Opponent prove that the services of the Applicant were legally terminated and he is not entitled for any of the benefits claimed?

7. In the course of hearing, only the applicant examined himself and one witness. The opponent did not examine himself nor any witness.

8. The applicant, in the course of his examination, has produced 5 diaries, which have been collectively marked as Exh. A-8. As he is half deaf and half blind, it appears that it became difficult to hear him in court and, therefore, his cross examination was conducted through his son, who acted as interpreter. The applicant's case is that he has worked for about 30 years for the opponent and that he was paid at the rate of Rs. 7.50/- per day, although the opponent used to note down, in his own hand writing, in the applicant's diary, only Rs. 6/- per day. He was paid his wages every day. He has further stated that the amount which he received everyday had to be noted down in the diary, because, at the end of the month, it was to be found whether he had exceeded the total of Rs. 180/- so as to make deduction in the next month.

In his cross, he has stated that the business, originally, belonged to the grand father of Shri Divakar Shinde, by name Shri Govind Shinde and, after his death, the business was run by Divakar's father, Waman, and Waman's brother, Shantarama; one continued the shop at Mapusa and the other had a new shop at Margao. He has denied knowledge that in 1969 two companies were formed, one run by Waman and the other by Shantarama. He was never given an appointment letter; he was also not given the termination notice. He cannot explain as to how his name does not appear in the attendance register (Exh. E-10) produced by the employer from October 1976 to 5th January, 1980 and how he alone did not sign the pay slips (Exh. E-9), contrary to the procedure which was followed regarding other employees. He has denied the suggestion that in 1969 he started working for Shantarama Govind Shinde, who opened a new concern, after separating from Waman Govind Shinde and insisted that he always worked for Waman Govind Shinde.

9. The applicant's witness Gangaram Sawant has stated that he was working for Waman Govind Shinde from 1952; he knows the applicant Shri Philip, who joined the company about 5 years back; the applicant used to work as a copper-smith and wipe the house of the proprietor once in a year; he was coming to work regularly but "remained absent once in a while"; he used to collect his pay every day, while the witness was collecting his pay 1st every day and then once in a week; he does not know what they paid to the applicant; the applicant was removed from services on an allegation of theft of tools from the shop. The attendance was marked every day by Waman Shinde or his sons; his signature was collected on the payment receipt or the voucher but not of the applicant; the applicant used to take sometimes drinks, but he never used to get drunk; he has identified his signature on the pay slip (Exh. E-9). This kind of register was signed from 1975. He has seen the six note books (Exh. A-8); in these books all the payments made to the applicant are noted down in the hand writing of the proprietor, Waman Shinde.

In his cross, he has stated that in 1969 Waman Govind Shinde set up three new copper smith shops at Mapusa, in different parts of the city. Actually, the shop of Waman Shinde was in Margao, but the workshop continued in Mapusa. The witness and the applicant continued to work in the same place under Waman Shinde and were paid by the said Waman as before. He has denied the suggestion that he and three others joined Shantarama, when the latter started his business. The opponent used to keep Rs. 2/- as balance from his daily wages which was paid after 8 days. The witness is one of the committee member of the Union. The witness was issued appointment letter by the opponent. He knows that "The applicant used to drink alcohol before coming on duty as I used to smell it." He does not know when the applicant was removed from service but it was about two years back (the statement of this witness was recorded on 11-6-80).

10. This is all the evidence led in this case. The opponent has not examined himself nor did he produce any other evidence except Exh. E-9 and E-10 collectively.

11. The applicant has stated that he has worked for about 30 years for the opponent, whilst according to his witness Gangaram, the applicant's years of service would be about 22, assuming that he was removed in 1979. The applicant has not even mentioned in his application or further clarification when he was removed from services, but his application is dated 3-3-1979.

In the diaries Exh. E-8 (otherwise A-8) produced by the applicant, the oldest is of 1965 and they show that the applicant was attending the work with some breaks. This fact, coupled with the fact that applicant's name is not found

in the attendance register Exh. E-10 and in the pay slips Exh. E-9 collectively, maintained by the employer from 1976 and also with the fact admitted by the applicant's witness in cross examination that the applicant sometimes used to come to work taking liquor because he used to smell of liquor, although he was not drunk seems to support the employer's contention that the applicant was not regularly attending the work and, because of this, he was maintained as a casual worker.

12. It is an admitted fact that the applicant was removed from services on the ground of theft of some tools from the opponent's company. No domestic enquiry was held and no notice of termination of services was served on the applicant. Since the applicant had been working for the opponent, although as a casual worker, at least from 1969, it was the duty of the employer to give him 30 days notice of termination of services or 30 days pay in lieu of such notice what he has failed to do. The applicant's pay being Rs. 180/- per month at the rate of Rs. 6/- per day as per his own statement, the employer is bound to pay him Rs. 180/- as one month's notice pay.

13. Regarding gratuity, the applicant had to apply first to the employer and then approach the controlling authority, as per the provisions of the Payment of Gratuity Act. He could approach the Labour Court only in appeal from the decision given by the controlling authority.

Since the applicant failed to comply with the said provisions of the Payment of Gratuity Act, this court cannot give him any relief in respect of the gratuity claimed.

14. In so far the payment for leave is concerned, the applicant has not proved how many days he has effectively attended his duty on each year. In the absence of the figure regarding such effective attendance, it is not possible to liquidate the amount of leave the applicant is entitled to.

15. In view of what is stated above, I partly grant the applicant's application and pass the following order:

ORDER

The opponent should pay to the applicant Rs. 180/- (Rupees one hundred and eighty only) as one month's notice pay for his removal from services without notice. The applicant's claim for gratuity and leave pay is hereby dismissed. Costs of Rs. 50/- to be paid to the applicant by the opponent.

Dr. Renato Noronha
Presiding Officer
Labour Court.

Order

No. 28/2/79-ILD

The following Award given by the Industrial Tribunal, Goa, Daman and Diu is hereby published as required under the provisions of Section 17 of the Industrial Disputes Act, 1947 (Central Act XIV of 1947).

By order and in the name of the Administrator of Goa, Daman and Diu.

S. D. Sadhale, Under Secretary (Industries and Labour).

Panaji, 6th February, 1982.

IN THE LABOUR COURT, GOA, DAMAN & DIU, AT PANAJI

(Before *Dr. Renato Noronha*, Presiding Officer)

Application No. LCC/43/1979

Shri Xavier V. J. Carvalho
V/s

— Applicant

Shri Francisco Almeida

— Opponent

Applicant represented by Shri George Vaz, Union Leader.
Opponent represented by Shri L. R. Ferrao, Labour Advisor.

Panaji, Dated: 18-1-1982

AWARD

The above applicant filed an application before this court against the opponent claiming from him a sum of Rs. 5,945.53 paise, as per the details given in Annexure to the application.

2. It is his case that he was employed by the opponent as a general clerk, with a monthly pay of Rs. 400/- and, after 9 years of service, his services were terminated all of a sudden. The applicant approached the office of the Commissioner, Labour and Employment and, after prolonged discussions, a settlement was arrived at on 3-4-79 under which the employer opponent agreed to reinstate the applicant and to pay him his salary dues. The employer, however, did not honour the settlement and hence this application.

3. The opponent, in his written statement, after denying that the applicant has worked for him for 9 years, explains the circumstances under which he had to lay off the applicant by a notice dated 14-12-75. He admits that there was a settlement in the office of the Assistant Labour Commissioner on 3-4-79 in which it was agreed as follows:

i) The applicant shall resume duty on 16-4-79.

ii) The intervening period i.e. from 14-12-78 to 15-4-79 shall be adjusted as leave and for the remaining period half wage will be paid to the applicant.

However, after the said settlement, the applicant never approached the opponent for resuming duty or for settlement of his dues. The opponent has claimed from the applicant Rs. 8,040/- as damages for breach of the terms of settlement. The opponent has denied that the applicant is entitled to claim the amount as claimed by him or any part thereof.

3. In his rejoinder, the applicant maintains his original stand and denies that he did not report for work after the settlement dated 3-4-79. He contends that the employer kept the office premises closed, making it impossible for the applicant to start work.

4. The court framed the following issues:

(1) Does the Applicant prove that he is entitled to recover the following legal dues from the opponent?

1) Salary from 14-12-1978 till November, 1979, at the rate of Rs. 400/- per month	Rs. 4513.34
2) 39 days overtime wages from the month of August, 1974, till 30-6-76	519.87
3) 39 days Leave Encashment benefit till 31-12-1978	519.87
4) Expenses Bills dated 18-12-1978, 21-12-78, 23-12-1978 towards Travelling Expenses	17.70
5) Expenses towards the Case	164.75
6) Expenses to attend Labour Commissioner's Office, Panaji, from Sancoale and back (21 trips at the rate of Rs. 10/- per trip)	210.00

Grand Total Rs. 5945.53

(2) Does the opponent prove that the applicant has not worked for 9 years for him?

(3) Does the opponent prove that due to several losses in business he had no other alternative except to lay the applicant off?

(4) Does the opponent prove that after the settlement dated 3-4-1979, the applicant failed to approach him either for resuming work or for collecting his dues?

(5) Does the applicant prove that the opponent deliberately kept his office premises closed when the applicant had to resume work on 16-4-1979 as per the settlement?

5. After the above issues were framed and the statement of the applicant recorded, the opponent who, till then, was personally fighting his case, gave authority to the Labour Advisor Shri Ferrao to represent him and the latter, by his application presented on 7-7-80, raised a preliminary objection regarding the jurisdiction of the court to entertain applicant's application. It is his case that the opponent is a shipchandler and launch operator and both the operations are carried on in the Port Area, where the establishment of the opponent is situated. The Port Area extends up to Cortalim ferry point. The applicant is a dock worker,

as per the definition of the dock worker in section 2(b) of the dock workers (regulation of employment) Act 1948, hereinafter, called the Act, in view of the fact that his establishment is in the vicinity of the Mormugao Port and his work was connected with the preparation of ships and other vessels for leaving the Port. The competent authority to deal with the applicant's application is, according to the opponent, the court appointed by the Central Government.

6. Heard the applicant on the preliminary objection raised by the opponent, he filed his say, contending that the opponent's establishment was registered under the Shops and Establishments Act 1973 under No. C/11/184. The employees on the launches of the opponent may be dock workers and not those connected with the office establishment. The applicant was working purely as an office clerk and preparing accounts; another clerk by name Shri Francis Britto was looking after the launches and supply of provisions. The applicant was in no way connected with the preparation of ships and other vessels for leaving the port.

7. In view of the objection raised by the opponent regarding the jurisdiction of the court, the following preliminary issue was framed:

Whether the opponent proves that this court has no jurisdiction to entertain this claim application?

8. Both the parties submitted their list of evidence and also led the evidence on the preliminary issue. The opponent got himself examined and three more witnesses, whilst the applicant examined only 2 witnesses.

9. The only point that arises, at this stage, for the determination of the court is as to whether the applicant is to be considered as a dock worker, within the definition of this expression contained in section 2(b) of the Act. In case the answer to this point is in the affirmative, then this court will have no jurisdiction to entertain the applicant's application, in view of what is prescribed in section 2 of the Industrial Disputes Act.

10. Section 2(b) of the Act defines dock worker as follows: "dock worker" means a person employed or to be employed in, or in the vicinity of, any port on work in connection with the loading, unloading, movement or storage of cargoes or work in connection with the preparation of ships or other vessels for the receipt or discharge of cargoes or leaving port.

11. It is an admitted fact that the entire business of the opponent consists of shipchandling and launch operating in the port area. This fact, besides having been asserted by the applicant is his application raising the preliminary objection, has also been asserted in his statement before this court and corroborated by his witnesses and also by Exh. E-2, which is the licence issued by the Mamlatdar to the opponent to carry on his business of shipchandling. The applicant has never denied this opponent's assertion. His only contention is that the opponent's establishment is registered under the Shops and Establishments Act and that the applicant's work was in no way connected with the preparation of ships and other vessels for leaving the port. His work was purely of an office clerk, also in charge of preparing accounts. According to him, another clerk by name of Shri Francis Britto was looking after the launches and supply of provisions.

12. Although the opponent has admitted, in his cross, that it is he who used to go to the ships taking provisions and, in this work, was helped by one Shri Sayeed Kassim, Minguel Godinho and Francis Britto, he has also stated that the applicant's work consisted of collecting money of hire of launches and shipchandling, pay taxes of launches in the port area, disbursement of pay to the launch crew and supply of diesel for the operation of launches. After coming to the office, he had to record in the petty ledger book all the collections he had made and the expenses he had incurred. The accountant would use this book of the applicant for his accountancy. The opponent has also stated in his cross that it is the applicant who used to get for them from the customs the shipping bills, whenever they had no time to get them.

13. The opponent's witnesses Francis Britto, Sayeed Kassim and Ramdas Parodkar have broadly supported the opponent's statement regarding the duties carried on by the applicant in the port. The launches, according to these statements, used to take crew and passengers to the ships.

14. Being so, it cannot be denied that the applicant's work was in some way connected with the shipchandling or preparation of ships to leave the port, moreover so, because the opponent did not carry on other business, except shipchandling and launch operation. Hence, he is to be considered as dock worker within the meaning of section 2(b) of the Act.

15. The mere fact that the establishment of the opponent is registered under the Shops and Establishments Act would not give jurisdiction to this court to entertain the applicant's application.

16. In the premises above, I hold that the applicant is a dock worker within the meaning of section 2(b) of the Act and, therefore, this court has no jurisdiction to deal with this application, in view of what is prescribed in section 2 of the Industrial Disputes Act, 1947.

Dr. Renato Noronha
Presiding Officer
Labour Court

Addendum

No. 28/2/79-ILD

Read: Government Order No. 28/2/79-ILD dated 8-12-81.

In continuation to the above referred order the following part of the award is hereby added and published as required under the provisions of section 17 of the Industrial Disputes Act, 1947 (Central Act XIV of 1947).

By order and in the name of the Administrator of Goa, Daman and Diu.

S. D. Sadhale, Under Secretary (Industries and Labour).

Panaji, 5th February, 1982.

Memorandum of Settlement under Section 2(p) read with Section 18(1) of the Industrial Disputes Act 1947 entered into between the Management of M/s. Hotel Mandovi, Panaji Goa and their workmen represented by Shri N. J. Rebello, General Secretary of the Goa Hotels & Restaurant Employees Union

PARTIES TO SETTLEMENT

Shri Ramesh Desai,
Labour Consultant,
M/s Hotel Mandovi,
PANAJI-GOA

Shri N. J. Rebello,
General Secretary,
The Goa Hotels & Rest,
Employees Union,
Betim-Goa

SHORT RECITAL

The management of M/s. Hotel Mandovi, Panjim (in short management) terminated the services of Mr. Domingo Ricardo, Page-boy (in short worker) vide its letter dated 14-3-77 for certain misconducts after conducting an enquiry. An application was filed under Section 33 (2) of the Industrial Disputes Act, 1947 (in short the Said Act) for approval of the action taken which is registered under No. IT-8 of 1977. The worker thereafter filed a Complaint U/s 33-A of the said Act alleging contravention of Section 33 of the said Act. The management denied the allegations of the worker in their written statement dated 22-6-77. The said Complaint is registered under No. IT-11 of 77. During the pendency of the above Application and Reference the parties mutually discussed the matter and arrived at the following settlement.

TERMS OF SETTLEMENT

1. The management agrees to convert the dismissal of the worker into discharge.
2. The management agrees to pay a sum of Rs. 408/- to the worker as ex-gratia amount.
3. The worker agrees that in view of clauses (1) to (2) above, his demands are fully settled and does not press for re-instatement with full back wages.
4. The parties agree to file this settlement before the Industrial Tribunal and Labour Court for a consent award in Application and Reference No. IT-8/77 and IT-11/77 in terms of this settlement.

5. The management agrees to pay the amount in clause (2) above within 15 days of the publication of the award in the Gazette.

SIGNATURES OF PARTIES

Ramesh Desai,
Labour Consultant,
M/s. Hotel Mandovi,
Panaji-Goa

N. J. Rebello,
General Secretary,
The Goa Hotels & Rest,
Employees Union,
Betim.

WITNESSES

Sd/-

1
2
3
4

Notification

No. 5/29/81-ILD

The following Orders received from the Government of India, Ministry of Steel, Mines & Coal (Department of Mines) Nagpur, are hereby republished for general information of the public.

S. D. Sadhale, Under Secretary (Industries and Labour).

Panaji, 12th February, 1982.

GOVERNMENT OF INDIA

MINISTRY OF STEEL AND MINES

(Department of Mines)

THE CONTROLLER OF MINING LEASES FOR INDIA

Case No. Z-47

Order

(Under Rule 6 of the Mining Leases
(Modification of Terms) Rules, 1956)

Whereas a case was registered for the modification of terms of a mining lease dated 24-2-1950 for Iron ore held by Shri Rajaram R. Poinguincar, Aquem, Margao (Goa), for unlimited period, area 81.9620 Hectares in Village Patiem of Sanguem Taluka (Goa) of Union Territory of Goa, Daman and Diu.

And Whereas an enquiry has been made, as laid down in the Mining Leases (Modification of Terms) Rules, 1956.

2. It is hereby ordered under rule 6 of the aforesaid Rules that terms and conditions of the above lease shall stand modified as follows:—

(i) Period:—The period of the lease shall be 30 years counting from 1-10-1963.

(ii) The following clause shall be deemed to be inserted in the lease deed and shall form part thereof:—

"Except for the modifications made by this order, the lease shall be subject to the rules made or deemed to have been made under Sections 13 and 18 of the Mines and Minerals (Regulation and Development) Act, 1957 (No. 67 of 1957)."

3. It is clarified that royalty and dead rent shall be payable in accordance with Section 9 and 9A of the Mines and Minerals (Regulation and Development) Act, 1957 respectively instead of according to the stipulations in the lease deed.

4. It is further clarified that the lessee shall also pay, for the surface area used by him for the purposes of mining operations, surface rent at such rate, as may be specified by the State Government under the Mineral Concession Rules, 1960.

5. This order shall take effect from the date of this order.

6. It is ordered that this order be published in the Official Gazette of Goa, Daman and Diu and copies thereof be sent to the lessee and the State Government.

Sd/-

(H. N. WANARE)

Controller of Mining Leases for India.

Nagpur:

Dated the 23rd March, 1981.

Case No. Z-140

Order

(Under Rule 6 of the Mining Leases
(Modification of Terms) Rules, 1956)

Whereas a case was registered for the modification of terms of a mining lease dated 14-9-1951 for Iron and Manganese ore held by Shri Miguel Mascarenhas, Mine Owner, Curchorem (Goa) for unlimited period, area 82.6000 Hectares in Village Vichundrem of Taluka Sanguem (Goa) of Union Territory of Goa, Daman and Diu.

And Whereas an enquiry has been made, as laid down in the Mining Leases (Modification of Terms) Rules, 1956.

2. It is hereby ordered under rule 6 of the aforesaid Rules that terms and conditions of the above lease shall stand modified as follows:—

(i) Period:—The period of the lease shall be 20 years counting from 1-10-1963.

(ii) The following clause shall be deemed to be inserted in the lease deed and shall form part thereof:—

"Except for the modifications made by this order, the lease shall be subject to the rules made or deemed to have been made under Sections 13 and 18 of the Mines & Minerals (Regulation & Development) Act, 1957 (No. 67 of 1957)."

3. It is clarified that royalty and dead rent shall be payable in accordance with Section 9 and 9A of the Mines & Minerals (Regulation & Development) Act, 1957 respectively instead of according to the stipulations in the lease deed.

4. It is further clarified that the lessee shall also pay, for the surface area used by him for the purposes of mining operations, surface rent at such rate, as may be specified by the State Government under the Mineral Concession Rules, 1960.

5. This order shall take effect from the date of this order.

6. It is ordered that this order be published in the Official Gazette of Goa, Daman & Diu and copies thereof be sent to the lessee and the State Government.

Sd/-

(H. N. WANARE)

Controller of Mining Leases for India.

Nagpur:

Dated the 24-3-1981.

Case No. Z-143

Order

(Under Rule 6 of the Mining Leases
(Modification of Terms) Rules, 1956)

Whereas a case was registered for the modification of terms of a mining lease dated 19-10-1951 for Iron and Manganese ore held by Shri Chandracanta Fondu Naique, Mine Owner, Curchorem, Sanvordem (Goa) for unlimited period, area 69.4745 Hectares in Village Curpem of Taluka Sanguem (Goa) of Union Territory of Goa, Daman and Diu.

And Whereas an enquiry has been made, as laid down in the Mining Leases (Modification of Terms) Rules, 1956.

2. It is hereby ordered under rule 6 of the aforesaid Rules that terms and conditions of the above lease shall stand modified as follows:—

(i) Period:—The period of the lease shall be 20 years counting from 1-10-1963.

(ii) The following clause shall be deemed to be inserted in the lease deed and shall form part thereof:—

"Except for the modifications made by this order, the lease shall be subject to the rules made or deemed to have been made under Sections 13 and 18 of the Mines and Minerals (Regulation and Development) Act, 1957 (No. 67 of 1957)."

3. It is clarified that royalty and dead rent shall be payable in accordance with Section 9 and 9A of the Mines and Minerals (Regulation and Development) Act, 1957 respectively instead of according to the stipulations in the lease deed.

4. It is further clarified that the lessee shall also pay, for the surface area used by him for the purposes of mining operations, surface rent at such rate, as may be specified by the State Government under the Mineral Concession Rules, 1960.

5. This order shall take effect from the date of this order.

6. It is ordered that this order be published in the Official Gazette of Goa, Daman and Diu and copies thereof be sent to the lessee and the State Government.

Sd/-

(H. N. WANARE)

Controller of Mining Leases for India.

Nagpur:

Dated the 25-3-1981.

Case No. Z-109

Order

(Under Rule 6 of the Mining Leases
(Modification of Terms) Rules, 1956)

Whereas a case was registered for the modification of terms of a mining lease dated 13-4-1951 for Iron and Manganese ore held by Shri Damum Naikue, Curchorem (Goa) for unlimited period, area 24.2500 Hectares in Village Sulcornã of Quepem Taluka (Goa), of Union Territory of Goa, Daman and Diu.

And Whereas an enquiry has been made, as laid down in the Mining Leases (Modification of Terms) Rules, 1956.

2. It is hereby ordered under rule 6 of the aforesaid Rules that terms and conditions of the above lease shall stand modified as follows:—

(i) Period:—The period of the lease shall be 20 years counting from 1-10-1963.

(ii) The following clause shall be deemed to be inserted in the lease deed and shall form part thereof:—

"Except for the modifications made by this order, the lease shall be subject to the rules made or deemed to have been made under Sections 13 and 18 of the Mines and Minerals (Regulation and Development) Act, 1957 (No. 67 of 1957)."

3. It is clarified that royalty and dead rent shall be payable in accordance with Section 9 and 9A of the Mines and Minerals (Regulation and Development) Act, 1957 respectively instead of according to the stipulations in the lease deed.

4. It is further clarified that the lessee shall also pay, for the surface area used by him for the purposes of mining operations, surface rent at such rate, as may be specified by the State Government under the Mineral Concession Rules, 1960.

5. This order shall take effect from the date of this order.

6. It is ordered that this order be published in the Official Gazette of Goa, Daman and Diu and copies thereof be sent to the lessee and the State Government.

Sd/-

(H. N. WANARE)

Controller of Mining Leases for India.

Nagpur:

Dated the 26-3-1981.

Case No. Z-446

Order

(Under Rule 6 of the Mining Leases
(Modification of Terms) Rules, 1956)

Whereas a case was registered for the modification of terms of a mining lease dated 6-12-1954 for Iron and Manganese ore held by Shri Salvador Fernandes, Mine Owner, Sanguem (Goa) for unlimited period, area 80.9500 Hectares in Village Curpem, Taluka Sanguem (Goa) of Union Territory of Goa, Daman and Diu.

And Whereas an enquiry has been made, as laid down in the Mining Leases (Modification of Terms) Rules, 1956.

2. It is hereby ordered under rule 6 of the aforesaid Rules that terms and conditions of the above lease shall stand modified as follows:—

(i) Period:—The period of the lease shall be 20 years counting from 1-10-1963.

(ii) The following clause shall be deemed to be inserted in the lease deed and shall form part thereof:—

"Except for the modifications made by this order, the lease shall be subject to the rules made or deemed to have been made under Sections 13 and 18 of the Mines and Minerals (Regulation and Development) Act, 1957 (No. 67 of 1957)."

3. It is clarified that royalty and dead rent shall be payable in accordance with Section 9 and 9A of the Mines and Minerals (Regulation and Development) Act, 1957 respectively instead of according to the stipulations in the lease deed.

4. It is further clarified that the lessee shall also pay, for the surface area used by him for the purposes of mining operations, surface rent at such rate, as may be specified by the State Government under the Mineral Concession Rules, 1960.

5. This order shall take effect from the date of this order.

6. It is ordered that this order be published in the Official Gazette of Goa, Daman and Diu and copies thereof be sent to the lessee and the State Government.

Sd/-

(H. N. WANARE)

Controller of Mining Leases for India.

Nagpur:

Dated the 6-4-1981.

Case No. Z-282

Order

(Under Rule 6 of the Mining Leases
(Modification of Terms) Rules, 1956)

Whereas a case was registered for the modification of terms of a mining lease dated 24-4-1953 for Iron and Manganese ore held by (i) Shri Harish Narayan Prabhu Zantye, (ii) Shri Suresh Narayan Prabhu Zantye and (iii) Shri Umesh Narayan Prabhu Zantye, Legal heirs of late Shri Narayan Ganesh Prabhu Zantye, Mine owner of Bicholim (Goa) for unlimited period, area 68.4600 Hectares in Village Sarvona of Taluka Bicholim (Goa) of Union Territory of Goa, Daman and Diu.

And Whereas an enquiry has been made, as laid down in the Mining Leases (Modification of Terms) Rules, 1956.

2. It is hereby ordered under rule 6 of the aforesaid Rules that terms and conditions of the above lease shall stand modified as follows:—

(i) Period:—The period of the lease shall be 20 years counting from 1-10-1963.

(ii) The following clause shall be deemed to be inserted in the lease deed and shall form part thereof:—

"Except for the modifications made by this order, the lease shall be subject to the rules made or deemed to have been made under Sections 13 and 18 of the Mines and Minerals (Regulation and Development) Act, 1957 (No. 67 of 1957)."

3. It is clarified that royalty and dead rent shall be payable in accordance with Section 9 and 9A of the Mines and Minerals (Regulation and Development) Act, 1957 respectively instead of according to the stipulations in the lease deed.

4. It is further clarified that the lessee shall also pay, for the surface area used by him for the purposes of mining operations, surface rent at such rate, as may be specified by the State Government under the Mineral Concession Rules, 1960.

5. This order shall take effect from the date of this order.

6. It is ordered that this order be published in the Official Gazette of Goa, Daman and Diu and copies thereof be sent to the lessee and the State Government.

Sd/-

(H. N. WANARE)

Controller of Mining Leases for India.

Nagpur:

Dated the 6-4-1981.

Case No. Z-191

Order

(Under Rule 6 of the Mining Leases
(Modification of Terms) Rules, 1956)

Whereas a case was registered for the modification of terms of a mining lease dated 21-4-1952 for Iron and Manganese ore held by Shri Tucarama Panduranga Xete Parcar, Ponda (Goa) for unlimited period, area 72.7970 Hectares in Village Vadem of Sanguem Taluka (Goa) of Union Territory of Goa, Daman and Diu.

And Whereas an enquiry has been made, as laid down in the Mining Leases (Modification of Terms) Rules, 1956.

2. It is hereby ordered under rule 6 of the aforesaid Rules that terms and conditions of the above lease shall stand modified as follows:—

(i) Period:—The period of the lease shall be 20 years counting from 1-10-1963.

(ii) The following clause shall be deemed to be inserted in the lease deed and shall form part thereof:—

"Except for the modifications made by this order, the lease shall be subject to the rules made or deemed to have been made under Sections 13 and 18 of the Mines and Minerals (Regulation and Development) Act, 1957 (No. 67 of 1957)."

3. It is clarified that royalty and dead rent shall be payable in accordance with Section 9 and 9A of the Mines and Minerals (Regulation and Development) Act, 1957 respectively instead of according to the stipulations in the lease deed.

4. It is further clarified that the lessee shall also pay, for the surface area used by him for the purposes of mining operations, surface rent at such rate, as may be specified by the State Government under the Mineral Concession Rules, 1960.

5. This order shall take effect from the date of this order.

6. It is ordered that this order be published in the Official Gazette of Goa, Daman and Diu and copies thereof be sent to the lessee and the State Government.

Sd/-

(H. N. WANARE)

Controller of Mining Leases for India.

Nagpur:

Dated the 7-4-1981.

Case No. Z-125

Order

(Under Rule 6 of the Mining Leases
(Modification of Terms) Rules, 1956)

Whereas a case was registered for the modification of terms of a mining lease dated 8-6-1951 for Iron and Manganese ore held by Shri Xembu Zoideva Xete Moratto, Sanguem (Goa) for unlimited period, area 93.1000 Hectares in Village Undorna of Quepem Taluka (Goa) of Union Territory of Goa, Daman and Diu.

And Whereas an enquiry has been made, as laid down in the Mining Leases (Modification of Terms) Rules, 1956.

2. It is hereby ordered under rule 6 of the aforesaid Rules that terms and conditions of the above lease shall stand modified as follows:—

(i) Period:—The period of the lease shall be 20 years counting from 1-10-1963.

(ii) The following clause shall be deemed to be inserted in the lease deed and shall form part thereof:—

"Except for the modifications made by this order, the lease shall be subject to the rules made or deemed to have been made under Sections 13 and 18 of the Mines and Minerals (Regulation and Development) Act, 1957 (No. 67 of 1957)."

3. It is clarified that royalty and dead rent shall be payable in accordance with Section 9 and 9A of the Mines and Minerals (Regulation and Development) Act, 1957 respectively instead of according to the stipulations in the lease deed.

4. It is further clarified that the lessee shall also pay, for the surface area used by him for the purposes of mining operations, surface rent at such rate, as may be specified by the State Government under the Mineral Concession Rules, 1960.

5. This order shall take effect from the date of this order.

6. It is ordered that this order be published in the Official Gazette of Goa, Daman and Diu and copies thereof be sent to the lessee and the State Government.

Sd/-

(H. N. WANARE)

Controller of Mining Leases for India.

Nagpur:

Dated the 9-4-1981.